

Underwood CSD Underwood EA

7/1/2005 6/30/2007



AGREEMENT

between

Underwood Board of Education

and

Underwood Education Association

July 1, 2005 through June 30, 2007

UNDERWOOD COMMUNITY SCHOOL

Agreement With

UNDERWOOD EDUCATION ASSOCIATION

This AGREEMENT is made and entered into by and between the UNDERWOOD COMMUNITY SCHOOL DISTRICT, hereinafter sometimes referred to as the “District”, the “Board” or “Employer”, and the UNDERWOOD EDUCATION ASSOCIATION, hereinafter referred to as the “Association.”

In consideration of the covenants hereinafter contained by and on behalf of the District and the Association, it is mutually agreed as follows:

ARTICLE I

RECOGNITION

- 1.1** The Board recognizes the Association as the sole and exclusive collective bargaining agent for those employees in the following described unit as certified by the Iowa Public Employment Relations Board on December 14, 1976, in PERB Case No. 820, and as modified in PERB Cases No. 2484, 2485, and 4335:

All regular professional certificated classroom teachers, including the High School Librarian, and Guidance Counselors, excluding the Superintendent, Principals, Athletic Director, Elementary Librarian, Teachers Aides, all employees excluded under Section 4 of the Act, and all other District employees.

ARTICLE II

EMPLOYER AND ASSOCIATION

RIGHTS AND RESPONSIBILITIES

- 2.1 The Association recognizes its responsibilities as the exclusive bargaining agent of the employees described above in Article 1 and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the District must be able to operate effectively and efficiently.
- 2.2 In addition to all powers, responsibilities, rights, and prerogatives of the Board established by constitutional provision, statute, ordinance, charter or special act, which belong solely, exclusively and without limitation to the Board, all of the powers, responsibilities, rights and prerogatives the Board had prior to the AGREEMENT are retained by and reserved to it and shall remain within its exclusive control, except as specifically and expressly limited by the terms of the Agreement.
- 2.3 The Association, through its appropriate officers, may request from the Superintendent or his designee the use of the Employer's buildings and duplicating equipment for purposes of Association meetings and to duplicate Association communications to employees. Such buildings and equipment shall not be used during school hours or times when buildings and equipment are otherwise in use. The Association shall pay the normal charges for all equipment and materials used.
- 2.4 The Association shall notify the Board, in writing, of the name of the Association President, Treasurer, Negotiations Committee Chairperson and Grievance Committee Chairperson. Notice of any changes will be made as soon as practicable.
- 2.5 Association business shall not be conducted on school time, unless mutually agreed upon, formally or informally, between representatives of the Board and the Association.

ARTICLE III

GRIEVANCE PROCEDURE

- 3.1 The purpose of this procedure is to provide an orderly procedure for the prompt resolution of claimed grievances at the lowest possible level.
- 3.2 A grievance is defined as a timely filed claim by an employee(s), or the Association's representative, alleging that there has been a violation, misinterpretation or misapplication of a specific provision of this AGREEMENT.
- 3.3 Should an employee, or the Association, have a grievance, it shall be processed in the following manner:

STEP ONE: An employee, or the Association's Grievance Chairperson, who claims a grievance shall attempt to resolve the grievance informally, within five (5) working days after the occurrence upon which the grievance is based by informal discussion with the employee's building principal or his designee. The immediate supervisor will give his oral answer to the grievance within five (5) working days after the grievance was presented to him.

STEP TWO: If the grievance is not settled in Step One and the grievant wishes to appeal the grievance to Step Two, the grievant will reduce the grievance to writing and submit it to the employee's building principal or his designee within five (5) working days after receipt of the immediate supervisor's oral answer. The grievance shall specifically state and set forth in detail all the relevant facts upon which it is based, the section of this AGREEMENT alleged to have been violated, the issue involved, and the relief sought. The supervisor shall provide a written answer to the grievant within five (5) working days after receipt of the written grievance.

STEP THREE: If the grievance is not settled at Step Two and the grievant wishes to appeal the grievance to Step Three, the written grievance shall be submitted to the Superintendent or his designee within five (5) working days after receipt of the supervisor's written answer. The Superintendent or his designee will, if requested by the grievant, meet with the grievant at a time mutually agreeable to the parties and, if no settlement is reached, the Superintendent or his designee will provide a written answer to the grievant within five (5) working days following such a meeting.

3.4 If the grievance is not settled in accordance with the foregoing procedure, the Association's Grievance Chairperson may move the grievance to arbitration by written notice to the Superintendent or his designee within five (5) working days after receipt of the Superintendent's answer in Step Three. Said written notice shall be signed by the grievant and a representative of the Association. Within five (5) working days after receipt of the notice the parties shall attempt to select a mutually agreeable arbitrator. In the event the parties are unable to agree upon an arbitrator, they shall within five (5) working days after receipt of the notice, jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Within five (5) days after receipt of the panel, the parties' designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining person shall act as arbitrator. Subject to the availability of the Board and Association representatives, the arbitrator shall schedule the time and place for a hearing on the grievance, at which hearing the Association shall have the burden of proof and shall first present its evidence, then the Board its evidence, and with each side having the right to file a post-hearing brief.

3.5 An arbitrator selected pursuant to the provisions of Section 3.4 shall have no authority to amend, modify, nullify, ignore, add to, or subtract from, any terms of this AGREEMENT., to substitute the arbitrator's discretion for that of the employer unless that discretion by the Employer is ruled arbitrary and capricious, or to make any decision contrary to or inconsistent with or modifying or varying in any way the applicable laws

and rules and regulations having the force and effect of the law. No liability shall accrue against the Employer for a date prior to the date that the actual event which gave rise to the filing of the grievance occurred. The arbitrator will not in any way limit or interfere with the powers, responsibilities, rights and prerogatives of the Employer, except as specifically and expressly limited by the terms of this AGREEMENT. The arbitrator's decision shall be based solely upon his / her interpretation of the meaning or application of the express terms of this AGREEMENT to the facts of the grievance presented. Consistent with these provisions, a decision of the arbitrator shall, within the scope of the arbitrator's authority, be final and binding upon the parties. The arbitrator may not hear more than one grievance unless the presentation of more than one grievance involving similar facts, issues and contract provisions is mutually agreed to by the Employer and the Association.

- 3.6** The parties will share equally any joint costs of the arbitration procedure, such as the fees and expenses of the arbitrator and the costs of a hearing room. If both parties request a court reporter and a transcript, then the fees, expenses and costs thereof will be shared equally by the parties. Any other expenses shall be paid by the party incurring them, and each party shall be responsible for compensating its own representatives or witnesses.
- 3.7** Failure at any step of this grievance and arbitration procedure to present, process or appeal a grievance within the time limits specified above shall bar an employee, the Association, or its representative from further pursuit of the grievance and any such grievance shall be considered as waived and settled. The failure of the Employer's specified representatives to answer a grievance within the time limits specified above shall be deemed a denial of the grievance which may then be timely appealed to the next step. The time limits specified in this Article shall be strictly observed but may be extended or reduced by mutual agreement.
- 3.8** All grievances at Steps One, Two, and Three, shall be presented, discussed, and processed during employee's non-working time, unless another time is mutually agreed to.

- 3.9 An employee may, at his / her option, be represented at any stage of the grievance procedure by a representative of the Association.
- 3.10 No reprisals will be taken by the Employer against a grievant for exercising rights under this grievance procedure.

ARTICLE IV

HEALTH AND SAFETY

- 4.1 All employees shall promptly report any unsafe conditions to their immediate supervisor on a form which will be provided by the Employer. Upon receipt of such a written report, the immediate supervisor will sign and date the same, and provide a copy to the employee.
- 4.2 All new employees shall, upon initial employment and prior to receiving their first paycheck, provide satisfactory medical evidence of physical fitness to perform assigned duties and freedom from communicable disease, including tuberculosis. Such evidence shall include a statement from a licensed doctor of medicine of the employee's choice. The District shall pay up to Thirty-Five Dollars (\$35.00) for such examinations.
- 4.3 All continuing employees, during the summer before and / or prior to receiving their first paycheck of the new school year, shall present satisfactory medical evidence of physical fitness to perform assigned duties and freedom from communicable disease, including tuberculosis, once every three (3) years or more often if requested. Such evidence shall include a statement from a licensed doctor of medicine of the employee's choice. The District shall pay up to Thirty-Five Dollars (\$35.00) for such examinations.
- 4.4 First aid equipment will continue to be maintained in each building.

ARTICLE V

TRANSFER PROCEDURES

- 5.1** An employee who desires to permanently transfer to a vacant teaching position in another building or subject area, or to a different grade level may file a written request with the Superintendent and will receive appropriate consideration. A vacancy shall be defined as a position remaining after the Administration realigns the staff. Transfers shall apply only to positions defined as vacancies. Such requests shall be filed for each specific vacancy which is to be filled, and shall expire when the specific vacancy is filled.
- 5.2** All such vacancies which are to be filled will be posted in the teachers' lounge in each building as soon as practicable. A written request for a transfer shall be filed within five (5) working days after the vacancy is posted.
- 5.3** An employee who has requested transfer to a specific vacancy will be notified when that vacancy no longer exists. After such notification, said employee may, upon request be entitled to a conference with the Superintendent or his designee to discuss the matter. The employee may, following the conference, request a written summary of the action taken.
- 5.4** Written notice of an involuntary transfer will be given to the employee involved as soon as practicable, and upon request, said employee may be entitled to a conference with the Superintendent or his designee to discuss the matter.

ARTICLE VI

LAYOFF PROCEDURES

- 6.1** In the event the Employer, in its discretion, determines that employees will be laid off, the following procedures will be followed:
- (a)** Layoffs will be made within the following categories: K – 6, 7 – 12 (within individual subject and curricular areas) and special programs.
 - (b)** In determining which employees will be laid off, the Employer will determine which employees are to be retained in order to have the best staff available, and will consider maintenance of existing program continuity, evaluation, skill, qualifications, ability, DOE endorsements and approvals, NCA requirements, and academic preparation.
 - (c)** If in the opinion of the Employer, the above considerations are equal among affected employees, the number of years of continuous teacher experience in the District will be considered. Seniority will be computed from an employee's most recent rate of hire in the bargaining unit, and will begin to accrue as of the first date of hire. Seniority will continue to accrue during all paid leaves of absence. Seniority will not be broken by unpaid leaves of absence or employment by the Board in a position outside the bargaining unit, but such time will not be counted in computing seniority. When seniority is equal between or among employees, ranking of those employees shall be determined by drawing lots.
- 6.2** Laid off employees shall be recalled within a period of time equal to one year to vacancies for which they are certificated by the State of Iowa and for which they are qualified under the guidelines of North Central Association providing their wishes are made known in writing to the Superintendent. Failure to notify the Superintendent of a change of address so that delivery be completed or failure within ten (10) calendar days of receipt of notice of recall to respond in the affirmative to the recall will result in the individual being removed from the recall list and recall rights shall be terminated.

ARTICLE VII

FORMAL EVALUATION PROCEDURES

- 7.1 By September 30th of each school year, each employee will be informed as to the procedures, criteria, and instruments to be used in evaluating his/her classroom performance. An employee starting work after the beginning of the school year shall be given such notification no later than two (2) weeks prior to the first formal observation.
- 7.2 A non-probationary (Tier II) employee's performance will be formally evaluated at least once every three years and the results thereof shall be in writing. A probationary employee's performance will be formally evaluated at least three times during each school year and the results thereof shall be in writing. The Performance Review (Sections 284.6 and 284.8 of the Code of Iowa) will include, but not be limited to the following: classroom observation, determination of employee's progress, and successful implementation of the employee's annual Professional Learning Plan (PLP). There shall be at least a fifteen (15) school day period between such formal classroom performance evaluations. An employee shall be given reasonable notification of the date when he/she shall be formally evaluated.
- 7.3 The evaluator and the employee shall hold a pre-observation conference at least two (2) days prior to the evaluator conducting the formal observation. The evaluator shall have a meeting with the employee within ten (10) school days following classroom observation and prior to submission of the formal written evaluation to the Superintendent. Two (2) copies of the summative evaluation will be signed and dated by the evaluator and the employee; the employee shall be given one (1) copy. The employee's signature does not mean agreement with the evaluation, but rather awareness of the contents.

- 7.4 Nothing in this Article is to be construed as precluding evaluation of employees by informal evaluation or observation or by any other means deemed appropriate by the Employer.
- 7.5 The employees' evaluations are to be fair and accurate, reflecting the following: continuous improvement, teacher's competence with the Iowa Teaching Standards and Criteria (ITSC), identification of need to improve, and determination of the teacher meeting district expectations based on the Iowa Teaching Standards and Criteria (ITSC). An employee has the right to grieve an evaluation as unfair, unjust, inaccurate, or in violation of the evaluation procedures in cases where the evaluation indicates that the employee's overall performance is less than satisfactory. The Intensive Assistance program and its implementation as per Section 284.8 of the Code of Iowa is not subject to grievance procedures.
- 7.6 If an employee believes the employee formal written evaluation is incomplete or inaccurate, the employee may set forth his / her objections in writing and have them attached to his / her formal written evaluation to be placed in the employee's personnel file.
- 7.7 Any complaints directed toward an employee which are placed in the employee's personnel file shall be called to the employee's immediate attention.
- 7.8 An employee shall, upon reasonable request and during non-working time, have the opportunity to examine their own personnel file, with the exception of pre-employment credentials. Such review shall be conducted in the presence of the Superintendent or his designee. The employee shall have the right to respond to all materials contained in said file and to any materials to be placed in said file in the future. Such employee responses shall become a part of said file
- 7.9 A teacher's activities as an instructional mentor shall not be part of that teacher's evaluation.

ARTICLE VIII

EMPLOYEE WORK YEAR

- 8.1 Except for employees on extended contracts, the regular in-school work year for employees covered by the AGREEMENT shall not exceed 190 days (191 days for new employees), which shall include at least five (5) in-service days and the following four (4) holidays:
- Labor Day
 - Thanksgiving Day
 - December 25
 - January 1
- 8.2 Extended contracts may be issued at the Employer's discretion or a specified number of days beyond 190. In such cases, employees will be paid 1/190th of their contract pay for each such day of extension. Supplemental pay will be factored out before the calculation for the per diem pay.
- 8.3 Employee attendance shall not be required whenever student attendance is not required due to inclement weather.

ARTICLE IX

NORMAL SCHOOL WORK DAY

- 9.1 This Article is intended to set forth the normal in-school work day.

- 9.2** While employees are required to work as assigned or scheduled by the Employer, the normal in-school work day will consist of eight (8) hours per day, normally scheduled between 7:45 a.m. and 3:45 p.m. which shall include a minimum of a twenty (20) minute duty free lunch period. Excluded from such hours are extra curricular and supplemental assignments and meetings scheduled by the Employer.
- (a)** A staff member who must return after school for an unpaid required activity and who has no after-school responsibilities may leave their assigned building immediately following the departure of the school buses from their building area.
 - (b)** The elementary and middle school winter music program and spring music program shall be included on the list of activities which qualify an employees for activity passes.
 - (c)** A part-time employee who is requested by a building principal to work additional time during the regular school day shall be compensated at the hourly per diem rate of his / her salary. Scheduled before and after school faculty meetings and staffings are exempt from this requirement.
- 9.3** Employees may be required by the Employer without additional compensation to attend a reasonable number of meetings of reasonable duration before or after the normal in-school work day. Notices of such meetings will be provided to employees as soon as practicable prior to such meetings.
- 9.4** It is understood and agreed that the determination of the daily work schedules may be changed by the Employer from time to time to meet the Employer's requirements or to accommodate the circumstances of individual employees.
- 9.5** On Fridays or on days immediately preceding scheduled holidays or recesses, an employee's work day may end ten (10) minutes following the close of the pupil day.
- 9.6** School will be dismissed one (1) hour early the last day of the first and third nine week's periods. The time shall be designated as in-service for the purpose of grade preparation.

ARTICLE X

LEAVES

10.1 SICK LEAVE: Employees will be granted leaves of absence for personal illness or injury, not covered by worker's compensation, on the following basis:

- (a) Sick leave without loss of pay will be granted in the following amounts:
- | | |
|--|---------|
| 1) First year of employment..... | 10 days |
| 2) Second year of employment..... | 11 days |
| 3) Third year of employment..... | 12 days |
| 4) Fourth year of employment..... | 13 days |
| 5) Fifth year of employment..... | 14 days |
| 6) Sixth and subsequent years of employment..... | 15 days |

The above amounts shall apply only to consecutive years of employment in the Underwood Community School District, and unused portions may be accumulated up to a maximum of one hundred and five (105) working days.

- (b) An employee absent due to personal illness or injury shall, if requested by the Employer, furnish to the Employer a physician's written statement that the employee's illness or injury required that he / she remain away from work.
- (c) An employee returning to work from a sick leave shall, if requested by the Employer, furnish to the Employer a physician's written statement that the employee is physically and mentally able to return to active employment.
- (d) Upon request, employees will be provided with a written statement of accumulated sick leave.

10.2 PROFESSIONAL LEAVE: For professional, educational and work-related purposes, an employee may be permitted to attend educational conferences, seminars, meetings or workshops or to visit other schools to view other instructional techniques or programs that pertain directly to the employee's assigned teaching area, without loss of pay, upon at least five (5) days prior written application to and approval by the employee's Principal and Superintendent.

10.3 JURY DUTY LEAVE: An employee required to perform jury duty during his / her working time will be granted a leave for such purpose and will receive the difference in compensation between the employee's normal compensation and compensation received from such jury duty; provided, however, that in order for an employee to be eligible, the employee must also;

- (a) Immediately notify his / her Principal of the receipt of summons for jury duty.
- (b) Be available for work on the first scheduled work day after the period of required jury duty.
- (c) Furnish the Employer with proper evidence of the number of days and the amount of jury duty pay excluding mileage allowance.
- (d) Be available for work for the remainder of any day in which the employee is not required to perform jury duty.

10.4 BUSINESS LEAVE: If an acceptable substitute can be retained by the Superintendent, an employee will be allowed up to two (2) days per school year to conduct essential, bona fide, personal business that cannot be conducted during non-working hours under the following categories: a) participation in a wedding; b) required court appearance in a matter not involving the District; c) legal real estate business; d) serious, non-hospitalized illness of an employee's spouse, child, or parent; e) attendance at post-high school graduation of an employee's child or grandchild; f) adoption of an employee's child; g) serious damage to an employee's real or personal property; and h) attendance at a bona fide religious group with which the employee is affiliated; and provided further that;

- (a) One-half of the employee's salary or the cost of hiring a satisfactory substitute which ever is less shall be deducted from his / her pay for the days of leave granted under the categories set forth above.
- (b) No business leave day will be granted the work day immediately preceding or immediately following any holiday or school recess or during the first or last weeks of a semester.

- (c) Written application for a business leave day must be made to the Superintendent at least five (5) school days prior to the requested leave date (except in case of emergency).
- (e) Personal business leave days shall not accumulate.

10.5 PERSONAL LEAVE: Two (2) days personal leave per year will be granted with pay to all teaching personnel. The personal leave day may be taken at the employee's discretion without any reason being given, but subject to the following restrictions:

- (a) No personal leave day will be granted the work day immediately preceding or immediately following any holiday or school recess or during the first or last week of a semester except for employees who need personal leave to attend a graduation, wedding, military event, or school-related event involving the employee's sibling, parent, child, or spouse.
- (b) Written application for a personal leave day must be made to the Superintendent at least five (5) school days prior to the requested leave date (except in case of emergency).
- (c) Personal leave days shall not accumulate.
- (d) Employees will be compensated for unused personal days at the substitute pay rate.

10.6 BEREAVEMENT LEAVE: An employee will be granted a leave of absence in the event of a death in the employee's immediate family on the following basis:

- (a) In the event of the death of an employee's spouse, child, parent, mother and father-in-law, up to five (5) days bereavement leave without loss of pay will be granted per occasion.
- (b) In the event of the death of an employee's brother, sister, daughter-in-law or son-in-law, grandparent or grandchild up to three (3) days bereavement leave without loss of pay will be granted per year.
- (c) The employer will be promptly notified of an absence hereunder, the reason therefore, and the dates thereof.
- (d) Paid bereavement leave is not cumulative, and its use thereof is limited to not more than twelve (12) days per year.

- (e) Extended unpaid bereavement leave may be granted in cases where travel requirements or other extreme extenuating circumstances warrant it.
- (f) In the event of the death of a friend or of a relative of an employee not specified in subparagraphs (a) or (b) above, one (1) day of bereavement leave without loss of pay will be granted per year.
- (g) Bereavement leave days need not be taken consecutively, but they must be used within 30 calendar days of said death.

10.7 FAMILY ILLNESS LEAVE: Up to six (6) days of the employee's existing sick leave may be used for family illness leave. Family illness leave shall be defined as leave which an employee shall receive without loss of compensation due to illness, medically related disability, injury, surgery, and / or any matter requiring the attention of a physician for a sibling residing in the household or a parent, child, or spouse. Family illness leave may also be used to care for the post-hospitalization of an employee's sibling residing in the household or a parent, child, or spouse. Family illness leave shall be granted to a maximum of six (6) days per year.

10.8 ASSOCIATION LEAVE: Upon at least five (5) school days advance written notice to the Superintendent, a maximum total of four (4) days Association leave per year will be allowed for Association members to attend the Association's scheduled state-wide events. The Association president will submit a written request designating the Association representative(s) approved for attendance at any one or all events. Such leave days shall not accumulate. While such leave days shall be with pay, an amount equal to the cost of substitutes shall be reimbursed to the District by the Association.

10.9 ADOPTION LEAVE: At the time of adoption, up to five (5) days of paid leave will be granted to an employee in order to help acclimate a newly-adopted child of the employee to his / her new home.

- 10.10 OTHER LEAVE:** In the sole discretion of the Employer, a leave of absence may be granted to an employee for reasons acceptable to the Employer, and upon such terms and conditions as may be prescribed by the Employer.

ARTICLE XI

INSURANCE

- 11.1** As presently applicable to the employees covered by this AGREEMENT, the Employer will continue in effect for the life of this agreement, the present group insurance program or one which is equal to or better than the existing program and subject to and in accordance with the group contracts of the insurers selected by the Board. The Board will contribute an amount not to exceed the full premium cost of individual employee coverage under such program. Further, preauthorization procedures shall be utilized by employees as provided by the carrier.
- 11.2** The employer will contribute the full monthly premium cost of individual employee coverage under a \$25,000 group term life insurance program subject to and in accordance with the terms and conditions of the group contract of the insurer.
- 11.3** The Employer will contribute the monthly premium cost of individual employee coverage under a group long-term disability insurance program subject to and in accordance with the terms and conditions of the group contract of the insurer, and will provide income protection at approximately the 66+% level.

ARTICLE XII

WAGES AND SALARIES

- 12.1 SCHEDULE:** The salary of each full-time employee covered by this AGREEMENT and the regular salary is set forth in Schedule "A", which is attached hereto.

12.2 PLACEMENT ON SALARY SCHEDULE:

- (a) Each present employee covered by the regular salary schedule shall be placed on Salary Schedule A one (1) vertical step higher each year, if such step is available on the schedule.
- (b) All newly hired employees may receive full credit up to the limits established by the salary schedule. In order to receive full credit, the incoming employee must have met barrier credit requirement and have actual experience for the teaching years granted.
- (c) A new employee who commences employment prior to the beginning of the second semester of any school year will be given credit for one (1) year's service toward the next increment or vertical step for the following school year.

12.3 ADVANCEMENT OF SALARY SCHEDULE:

- (a) **INCREMENTS:** Each employee covered by the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each full year of service until the maximum step for their educational classification is reached.
- (b) **EDUCATIONAL LANES:** Employees covered by the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding step on the higher educational lane, if such step is available on the schedule. For an employee to advance from one educational lane to another, he / she shall first present evidence to the Superintendent that credit for additional courses has been granted. Such evidence must be presented by the end of the first ten (10) days of the first semester of the current school year, providing.
 - 1) All courses the college or university considers graduate level will count.
- (c) **NON-DEGREE:** An employee moving from a non-degree educational lane may not advance beyond the 6th step.

- (d) **BARRIER CREDIT:** All certified employees shall earn at least six semester credits that qualify under sub-section 12.3(b) of this AGREEMENT before they shall be eligible to progress to Step 6 or Step 11 (if available) on the salary schedule. The Employer may waive above qualifications under special conditions.
- (e) **TUITION:** Upon receiving evidence of satisfactory completion, the Board of Education will reimburse one-half (1/2) of tuition costs paid for courses which qualify under sub-section 12.3(b) of this AGREEMENT up to a maximum of \$125.00 per year.
- (f) **CAREER INCREMENT:** The career increment at the end of lanes BA+12 through MA+30 shall be 4.5% of the generator base salary. This amount shall be given to employees each year, in addition to the base increase, when they can no longer advance a step on the schedule. NOTE: The career increment will increase to 5% for the 2006-07 school year.

ARTICLE XIII

SUPPLEMENTAL PAY

- 13.1 **EXTRA CURRICULAR:** The schedule for employees assigned to certain extracurricular duties is set forth in Schedule "B", which is attached hereto. Placement and advancement on said Schedule "B" shall be determined by the Employer.
- 13.2 **MILEAGE:** Employees who are required in the normal course of their employment to use their personal vehicle in the performance of approved school business shall receive an allowance of Twenty-Five (25.0) cents per mile for actual and necessary travel. No mileage will be paid to employees for going to or coming from work.

ARTICLE XIV

DUES CHECKOFF

- 14.1** The Employer will make monthly dues deductions from the wages of each employee covered by this AGREEMENT who has provided the Employer with a valid written authorization thereof for monthly Association dues in the amounts certified in such authorizations, and remit such monies to the President of the Association not later than the last day of the succeeding month. Any such authorization may be revoked by an employee at any time upon his / her written notice to the Employer. The Association agrees to indemnify and hold the Employer harmless against any claim or liability arising out of the operation of this Article.

ARTICLE XV

GENERAL PROVISIONS: TERM OF AGREEMENT

- 15.1** This AGREEMENT constitutes the entire agreement between the parties, and concludes collective bargaining for its term.
- 15.2** The parties acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any subject not removed by applicable law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this AGREEMENT, each voluntarily and unqualifiedly waives any right which might otherwise exist to negotiate over any matter during the term of this AGREEMENT, or with respect to any subject or matter not specifically referred to or covered by this AGREEMENT, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this AGREEMENT.

- 15.3 If any provision of this AGREEMENT is determined to be contrary to law, than such provision shall not be valid, but all other provisions of this AGREEMENT shall remain in full force and effect.
- 15.4 This AGREEMENT shall become effective **July 1, 2005**, and shall thereafter remain in full force and effect until the **30th day of June, 2007**, and shall automatically continue in effect from year to year thereafter unless either party gives the other party written notice to its desire to modify or terminate this AGREEMENT on or before September 15, 2006, or on or before September 15 in any succeeding renewal year.

IN WITNESS THEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives this 14th of June 2005.

UNDERWOOD COMMUNITY SCHOOL

By:

Neil O. Darrington
President

Attested:

Lucy E. Hough
Chief Negotiator

**UNDERWOOD EDUCATION
ASSOCIATION**

By:

Lita Beckwith, President UEA
Representative

Attested:

Lois Johnson
Chief Negotiator

Schedule A
(Index)
2005-2006

\$24,670 Generator Base

Step	BA	BA+12	BA+24	MA	MA+15	MA+30	
0	1.00	1.04	1.08	1.12	1.16	1.20	0
1	1.04	1.08	1.12	1.16	1.20	1.24	1
2	1.08	1.12	1.16	1.20	1.24	1.28	2
3	1.12	1.16	1.20	1.24	1.28	1.32	3
4	1.16	1.20	1.24	1.28	1.32	1.36	4
5	1.20	1.24	1.28	1.32	1.36	1.40	5

Educational Barrier Credit - 6 Semester Credits Required

6	1.24	1.28	1.32	1.36	1.40	1.44	6
7	1.28	1.32	1.36	1.40	1.44	1.48	7
8	1.32	1.36	1.40	1.44	1.48	1.52	8
9	1.36	1.40	1.44	1.48	1.52	1.56	9
10	1.40	1.44	1.48	1.52	1.56	1.60	10

Educational Barrier Credit - 6 Semester Credits Required

11		1.48	1.52	1.56	1.60	1.64	11
12		1.52	1.56	1.60	1.64	1.68	12
13		1.56	1.60	1.64	1.68	1.72	13
14			1.64	1.68	1.72	1.76	14
15			1.68	1.72	1.76	1.80	15
16				1.76	1.80	1.84	16

Career Increment	1.605	1.725	1.805	1.845	1.885		
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Teachers are eligible for the career increment after having been at the last step of a lane for one year.

NOTE: Schedule A will increase for the 2006-07 school year in accordance with the AGREEMENT ratified by the Underwood Education Association and approved by the Underwood Community School District Board of Directors in May of 2005.

Schedule A
(Index)
2005-2006

\$24,670 Generator Base

Step	BA	BA+12	BA+24	MA	MA+15	MA+30	
0	24,670	25,657	26,644	27,630	28,617	29,604	0
1	25,657	26,644	27,630	28,617	29,604	30,591	1
2	26,644	27,630	28,617	29,604	30,591	31,578	2
3	27,630	28,617	29,604	30,591	31,578	32,564	3
4	28,617	29,604	30,591	31,578	32,564	33,551	4
5	29,604	30,591	31,578	32,564	33,551	34,538	5

Educational Barrier Credit - 6 Semester Credits Required

6	30,591	31,578	32,564	33,551	34,538	35,525	6
7	31,578	32,564	33,551	34,538	35,525	36,512	7
8	32,564	33,551	34,538	35,525	36,512	37,498	8
9	33,551	34,538	35,525	36,512	37,498	38,485	9
10	34,538	35,525	36,512	37,498	38,485	39,472	10

Educational Barrier Credit - 6 Semester Credits Required

11		36,512	37,498	38,485	39,472	40,459	11
12		37,498	38,485	39,472	40,459	41,446	12
13		38,485	39,472	40,459	41,446	42,432	13
14			40,459	41,446	42,432	43,419	14
15			41,446	42,432	43,419	44,406	15
16				43,419	44,406	45,393	16

Career Increment	39,595	42,556	44,529	45,516	46,503
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Teachers are eligible for the career increment after having been at the last step of a lane for one year.

NOTE: Schedule A will increase for the 2006-07 school year in accordance with the AGREEMENT ratified by the Underwood Education Association and approved by the Underwood Community School District Board of Directors in May of 2005.

SCHEDULE B
SUPPLEMENTAL PAY SCHEDULE
2005 – 2006

(Figures are a percentage of the BA Base Salary set forth in Schedule A)

<u>ATHLETICS:</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
Head Football, Girls' & Boys' Basketball, Volleyball, and Wrestling	11%	12%	13%
High School Boys' & Girls' Track	10%	11%	12%
Head Distance Running	8%	9%	10%
High School Golf	7%	8%	9%
Summer Baseball & Softball	11%	12%	13%
Weight Coach			5%
Asst. Football, Girls' & Boys' Basketball, Volleyball, Wrestling, Softball, and Baseball	6%	7%	8%
Asst. High School Boys' and Girls' Track	5%	6%	7%
Jr. High Football, Girls' & Boys' Basketball, and Wrestling	5%	5.5%	6%
Jr. High Boys' & Girls' Track	4%	4.5%	5%
Jr. High Volleyball	5%	5.5%	6%

(If positions are combined, 2% extra will be added to the highest of the two percentages)

<u>OTHERS:</u>			
Middle School, Freshman Class Sponsors			1%
Middle School Leadership			1%
Senior Class Sponsor			1%
Annual			3%
Football Cheerleading	1%	2%	3%
Basketball Cheerleading	1%	2%	3%
Wrestling Cheerleading	1%	2%	3%
Speech			2%
Each Musical or Variety Show			3%
Play Director or Musical Drama Director			3%
F.C.C.L.A.			1%
Library Science Club			1%
Science Club			1%
National Honor Society			1%
Elementary Student Council	1%	1.5%	2%
Middle School Student Council	1%	1.5%	2%
Sr. High Student Council	1%	1.5%	2%
Sophomore Class Sponsor			1.3%
Junior Class Sponsor			3%
Head Vocal & Instrumental Music			8%
Elementary Music			2%
A.F.S. Faculty Sponsor			1%
Photo Club			1%
Art Club			1%
Drill Team	1%	2%	3%
Newspaper			2%
S.O.D.A.			1%
Spanish Club			1%